

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30			1. REQUISITION NUMBER	PAGE 1 OF 46
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>CB06-0001</b>	6. SOLICITATION ISSUE DATE 01/09/2006
<b>7. FOR SOLICITATION INFORMATION CALL</b>		a. NAME	b. TELEPHONE NUMBER (No collect calls) 202-226-9850	8. OFFER DUE DATE / LOCAL TIME 01/19/2006 4:00 pm

9. ISSUED BY Procurement Services Congressional Budget Office 2nd and D Streets, SW FHOB Room 406 Washington, DC 20515-0001		CODE	1	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) b. RATING	12. DISCOUNT TERMS Days: % Days: % Days: % Days: %
15. DELIVER TO Congressional Budget Office Facilities and Supply Store 2nd and D Streets, SW FHO Washington, DC 20515		CODE	1	16. ADMINISTERED BY CODE		
17a. CONTRACTOR/OFFEROR	CODE		FACILITY		18a. PAYMENT WILL BE MADE BY Congressional Budget Office Office of Financial Management invoices@cbo.gov OR Fax: 866-754-3302 Washington, DC 20515 CODE 1	
Telephone No.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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1	Software, Development	615.000	HR
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Period of Performance: 02/01/2006 to 06/01/2006

Description: See Section C. Statement of Work for details

**See Section B for additional lines**

25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27A. SOLICITATION INCORPORATES BY REFERENCES FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Stacy F. Newman (202/226-9850)	31c. DATE SIGNED

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STANDARD FORM 1449 (REV. 4/2002)  
Prescribed by GSA - FAR (48 FAR) 53.21.2

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b.SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d.PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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## Section B - Supplies or Services and Prices/Costs

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc and tax)
2	Follow on Support for ARTS	Original : 35.0000  Mod: 0  Total : 35.0000	HR		

**Period of Performance:** 06/01/2006 - 05/31/2007

Description: See Section C. Statement of Work for details.

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## **Section C – Statement of Work**

### **ARTS System Requirements and Implementation**

#### **1.0 Introduction**

##### **1.1 CBO and ARTS Overview**

The Congressional Budget Office (CBO) is an agency that is critical to the federal budgetary process. The CBO is an agency of the Congress and provides analysis on economic policies being considered on Capitol Hill. Due to the nature of the work performed by the CBO, the agency requires a talented pool of applicants to fill the professional analyst positions. A consolidated and integrated resume tracking system will only improve the job application and hiring processes within the organization.

The CBO is looking to upgrade its current resume tracking system (ARTS). The original application was custom built in 2001 and has been updated incrementally since then. In addition to ARTS, there is now a separate system (CORA) that provides a web interface which allows applicants to apply for positions and submit materials online. Before CORA, materials were emailed to CBO and then manually entered into the ARTS system. This current ARTS upgrade will advance the application further towards a complete web application with additional automation.

The key business and technical influences for the ARTS upgrade are:

##### **1.1.1 Business Drivers for Upgrade**

Business drivers ensure system changes result in real benefits to the users of the solution. The business drivers for the ARTS upgrade are:

- ☐ Increase system flexibility for meeting new business requirements
- ☐ Reduce administration costs by using a single web interface
- ☐ Reduce development costs by centralizing code release, distribution and version control
- ☐ Enhance CBO user interaction with a web interface and recognizable GUI / functionality
- ☐ Maximize current IT investment in ARTS system(s)
- ☐ Enhance reporting and search capabilities
- ☐ Improve program response time to users
- ☐ Meet and exceed performance goals

##### **1.1.2 Technical Drivers for Upgrade**

The following technical drivers, criteria and considerations influence the technical direction of the ARTS upgrade:

- ☐ More easily allow for remote access with a familiar web interface
- ☐ Minimize application complexity by standardizing common functions

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- Single interface
- Leverage shared services
- ❑ Enforce standards for interoperability, compatibility, and reliability
- ❑ Enforce security architecture and security standards
- ❑ Minimize system maintenance and enhancement costs over the system development life cycle (SDLC)
- ❑ Leverage industry best practices
- ❑ Leverage Commercial Off-the-Shelf (COTS) tools
- ❑ Maximize code re-usability

### 1.1.3 Proposed Technologies for ARTS Upgrade

To enable the ARTS upgrade, the following technologies and architecture shall be considered and/or used when applicable:

- ❑ **Web Services** – Web Services are software components that employ Simple Object Access Protocol (SOAP), Web Services Description Language (WSDL), or Universal Description, Discovery and Integration (UDDI) to perform distributed computing.

## 2.0 Scope of Work

### 2.1 Description of Systems

Below are descriptions of the systems in place at CBO that will be affected by the ARTS upgrade.

#### 2.1.1 Current ARTS System

Currently the system is a Microsoft Access / VBA application interacting with a SQL Server database through ODBC and linked tables. There are two different types of users (Division Managers and Human Resources) each with their own interfaces that operate independently of one another. There is no shared code between the two interfaces.

#### 2.1.2 CORA

A separate system, named CORA, provides the web interface for applicants to submit their materials electronically. The application is split into two programs, one used by intern applicants and the other used by regular full-time applicants. There are daily dumps of data from CORA to ARTS for full-time applications. For the interns, one transfer of data occurs after the deadline for applications has passed. Some error checking and file processing is done at this stage.

#### 2.1.3 Data Transfer Program

A separate application is responsible for interfacing between CORA and ARTS. This data transfer program takes processed applications from CORA and sends them to the ARTS database. From there, the ARTS system can access the newly submitted applicant data.

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## 2.2 Description of Additional Functionality

Below are descriptions of the additional functionality that will ultimately be included in the new version of the ARTS system.

### 2.2.1 Auditing

- ❑ ARTS will have the ability to determine which candidates have been reviewed by user login and by other division manager.

### 2.2.2 Email Template

- ❑ Division managers and Human Resources (HR) personnel will be allowed to generate an e-mail through a template in order to request additional documents from a candidate. ARTS will enable the manager or user to select from a list what specific documents they are requesting.

### 2.2.3 Archiving

- ❑ Auto-archiving functionality will store candidate documents who have been on the system greater than 180 days unless the candidate has some type of open status (Interviewing, Make Offer, or Offer Made).

### 2.2.4 File Management

- ❑ ARTS will allow the opening of files through Adobe Acrobat Viewer and Quick View Plus while at CBO to avoid the additional clicks required with dialog boxes otherwise.
- ❑ PDF creation will be managed using ColdFusion MX to generate PDF on-the-fly from HTML data, and an external library such as ActivePDF's Toolkit, to stitch together other PDF files.
- ❑ There will also be the capability to open a document as an original saved file type by a remote user.
- ❑ ARTS will also allow the user to set a specific type of document to open by default when a user is selected.

### 2.2.5 Candidate Listing

- ❑ In addition to the ranking functionality provided for intern applicants within ARTS, the system will now allow for the ability to view and print documents from the ranked list.
- ❑ Similar to the intern ranking functionality, ARTS will give the user the ability to develop a file or ranked list of all candidates for a specific vacancy. The user will also be able to add and remove a candidate from the list and move the candidate up or down the list to determine priority.
- ❑ From the ranked list, ARTS will provide the capability to create a bundled PDF file of application materials and view and print an individual candidate's documents. The user will have control over the contents of the PDF file in the following ways:
  - The user will be able to determine which documents should be included in the PDF file by a multi-select feature including a button for all documents available.



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- The user will also be able to further customize the PDF file through deletion of an individual candidate's documents, or selection of additional documents or candidates to be added to the file.
- Division managers will be allowed to see the ranking of candidates for a position within a unit of their division.

### **2.2.6 Search Capability**

The ARTS upgrade shall enhance the current search capability, especially around candidate search. Appendix 1 has detailed functional search requirements

## **3.0 Tasks to be Performed**

The Contractor shall perform the tasks listed below. It is expected that the Contractor shall perform as many tasks as possible in parallel, which will enable CBO to meet the current task timeline.

For this project, the CBO is looking for a contractor to complete all tasks in a staff augmentation role. Project management will be the sole responsibility of CBO throughout the duration of the project. There will be two contacts within CBO primarily responsible for oversight. One representative will be within Human Resources (HR) and will be involved with milestone approval. A second representative will perform the day-to-day oversight within CBO's IT department. A high-level project plan is included in Section 7 which will serve as a reference for both CBO and the Contractor. If a task may not be completed by the date in the project plan, it is the responsibility of the Contractor to provide at least five (5) days notice and a full explanation as to why the milestone may be missed.

### **3.1 Task 1: Review CBO Environment and ARTS Requirements**

The Contractor shall review the software design methodology that CBO expects to use throughout the project. CBO will be following an iterative process for software design and development with respect to the ARTS upgrade. Project work shall be based on object-oriented principles and be tailored for a web-services environment. The methodology shall reflect and incorporate appropriate government and industry best practices. The software design methodology that currently exists at CBO is part of a cohesive Software Development Life Cycle (i.e.: outputs from the software design process should be inputs into the software development process).

The Contractor will review the baseline ARTS upgrade requirements. This will focus on developing an understanding of the existing ARTS architecture, reviewing the requirements for the original ARTS, and validating the baseline functional and technical requirements for ARTS. The baseline review methodology will consist of the following:

- ☐ Review project documentation (e.g., business case, project plan, key implementation documents).
- ☐ Review existing functional and technical requirements documents that exist for the original ARTS, assessing the validity of current design requirements relative to user needs and user expectations.
- ☐ Communicate the required level of understanding to the CBO project manager and provide any recommendations that relate to functional and technical requirements.

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- ❑ Identify and gather interface requirements, which will involve the Contractor validating the linkages between ARTS, CORA and the data transfer interface.

The Contractor shall review the current CBO system architecture that directly relates to ARTS and the proposed upgrade. CBO will provide, or already has in place, an architecture that conforms to CBO and government defined constraints, and represents the future conceptual, logical and physical architectures for ARTS based on the upgrade requirements mentioned above.

In addition, the Contractor will review the system design for the ARTS upgrade developed by the CBO that meets functional and technical requirements. This functional system design will incorporate web services best practices and address future upgrades and expansion. The functional design will include, as necessary:

- ❑ Overview diagrams
- ❑ Domain models and impact analysis
- ❑ Business rules
- ❑ Report specifications, and
- ❑ Process flows.

CBO will also develop a corresponding technical system design for review that incorporates web services best practices and integration technologies critical for future upgrades. This design will include, as necessary:

- ❑ Interface definitions and design (includes XML/SOAP specifications for file formats).
- ❑ Updated class diagrams, sequence diagrams, and object model, all of which represent the internal workings and designs of the containing subsystems that will expose the services and realize them.
- ❑ Component specifications, which details the component that shall be implemented.

### **3.2 Task 2: Develop System using Design Methodology**

The Contractor shall develop and deliver software modules necessary to implement the various components of the ARTS system according to the aforementioned design methodology and SDLC guidelines. CBO IT already has in mind the incremental development phases for the upgrade project and those phases are referenced in the deliverables table (Section 6.5) and project plan (Section 7.0). Implementation work will primarily consist of CBO supplying screenshots of the desired ARTS system and the Contractor then providing the following:

- ❑ UML or skeletal code review implementing the screenshots provided
- ❑ Incremental builds checked by the CBO project manager
- ❑ Participation in required unit testing of all incremental builds
- ❑ Final build reviewed by the CBO project manager.

The Contractor shall include all code documentation within the actual code during the implementation phase of the project. The Contractor will also develop and provide any relevant system documentation for modules they develop. The developer may also be asked to update system level diagrams to reflect changes made during system development and implementation.

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### **3.3 Task 3: Perform System and Integration Testing**

#### **3.3.1 Unit and Integration Testing**

The Contractor shall perform unit and integration testing according to SDLC guidelines in order to verify that the requirements have been satisfied as designed. To the extent that unit and integration testing is a part of the CBO development environment, the Contractor must test his or her code accordingly. The direct CBO technical supervisor will be testing submitted code thoroughly as part of the oversight and review processes.

#### **3.3.2 Load Testing and Performance Verification**

The level of performance required for the software components of the ARTS upgrade must meet or exceed the peak processing demands for CBO as documented in Section 4.2.

The contractor shall participate in load testing according to SDLC guidelines in order to verify that the requirements have been satisfied as designed. The direct CBO technical supervisor will be testing performance thoroughly as part of the oversight and review processes.

#### **3.3.3 Acceptance Testing Delivery and Support**

The Contractor shall develop the documentation necessary to promote the application to the acceptance testing environment and research and resolve all defects identified during the certification process to the satisfaction of CBO. These defects may include improperly functioning code.

### **3.4 Task 4: Implementation Delivery and Support**

The contractor shall develop the documentation necessary to promote the application to the production environment and provide post implementation support for the deployed application for a period of 8 business days or however many days are left in the contract. Thorough testing in the previous task should address any major bugs and deficiencies but other minor fixes and user inconveniences may need to be addressed as examples.

### **3.5 Follow-On Agreement**

The Contractor must be available to fulfill a follow-on agreement in order to support the delivered ARTS upgrade for the period of 12 months or 1 year after completion of the project. This support will be on an as-needed, not to exceed, basis with CBO deciding on the estimated number of hours and the Contractor providing a fixed hourly rate for a quote. This support will include resolution of any production problems including unacceptable performance. Problems must be resolved and recertified in a timely manner, but no longer than fifteen (15) workdays for the most complex problems. Simple problems must be resolved and certified within five (5) workdays or less. Complexity of the problems shall be assigned by the CBO based on the impact to application users and potential errors in applicant tracking.

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## 4.0 Specifications and Standards

The project deliverables, described in Part 2, Section 6: Deliverables by Task, shall meet the following specifications and constraints:

### 4.1 Technical Specifications/Constraints

- ❑ Interfaces – The back-end of the current ARTS application and CORA will remain operational as ARTS is upgraded to a web application. Particular attention must be paid to how the new system interacts with these remaining pieces.
- ❑ Documentation – Any revised design documentation covering the entire ARTS technical system may spell out additional technologies and architectures expected in the next version of the application.
- ❑ Data – Discipline is required when programming around data retrieval for ARTS. The Contractor must make an effort to only query data that is required for a request. Every effort must be made to keep the size of data queries to a minimum. The Contractor is also encouraged to prefetch data whenever possible.
- ❑ Database – All database design and structural changes will be performed by the CBO.
- ❑ Current ARTS – During the entire phase of the contract, the original live version of ARTS must remain functional. This also includes the current data transfer application between CORA and ARTS.
- ❑ Below is a listing of technologies that are currently in place to support the development of the upgraded ARTS application:

**Table 1. Technological Environment for ARTS and the ARTS Upgrade**

Purpose	Technology
Delivery Platform	IE
Application Platform	Cold Fusion v7, Open Lazlo
Standard Framework	XML, HTML, XHTML, CSS
Development Language	Javascript, VBScript, JSP, CFML
Web Tier Framework	AJAX / Open Lazlo
Data Tier Framework	XML, XSLT, Microsoft TSQL
Integrated Development Environment	Use what is comfortable, (Options at CBO: Microsoft Visual Development (.NET), Dreamweaver), multiple advanced text editors)
Application Servers	Cold Fusion v7, Open Lazlo, Tomcat
Database	Microsoft SQL Server 2000
Servers	Microsoft Windows 2003 (IIS)
Operating System	Microsoft
Application Development Modeling	UML

## 4.2 Operational Specifications/Constraints

### □ Response Time

- User response time must be improved over the current ARTS system (CBO will provide the desired response time metrics)

## 5.0 Key Personnel

The Contractor shall provide a list of the key personnel resource(s) that will be involved in this task order along with respective resumes. Other experts may be utilized, but substitute and/or additional personnel must be approved in advance by the CBO Contracting Officer's Technical Representative (COTR). Additional or substitute personnel may be utilized in the event that the CBO is dissatisfied with the original key person for whatever reason. Therefore, at least one other substitute developer's resume shall be included.

In general, the selected Contractor should have the technical skills and characteristics required to implement the ARTS upgrade described in this document. The minimum skill set for key personnel includes:

- Development experience and track record of on-time, functional delivery for at least 4 years
- Certification-level experience and knowledge of web services development
- Knowledge and experience with SDLC and OOP methodologies
- Direct development experience with Cold Fusion for at least 2 years

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- ☐ Direct development experience with Javascript for at least 4 years
- ☐ Knowledge and experience with the Document Object Model (DOM)
- ☐ Knowledge and experience with ODBC and querying databases using SQL and stored procedures (2 years)
- ☐ Functional knowledge of interaction with Flash, PDF and IE Browser plug-ins
- ☐ Direct development experience with XML, Xpath, and XSLT for at least 2 years
- ☐ Knowledge and familiarity with the OpenLazlo environment.

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## **Section F – Deliveries or Performance**

### **6.0 Deliverables by Task**

CBO will have five (5) business days to review products provided by the Contractor. If any changes are needed, the Contractor shall have five (5) business days to take corrective action, and return the product to CBO at no additional cost to the Government. For each deliverable, the Contractor shall provide five (5) hard copies and one electronic copy. All deliverables shall be developed using Microsoft Office 2003 software products.

#### **6.1 Task 1: Review CBO Environment and ARTS Requirements**

The deliverable for this task is an acknowledgement of understanding of the design document(s) created by CBO. The demonstration of understanding shall be either through a discussion or detailed document involving CBO staff and project management.

#### **6.2 Task 2: Develop System Using Design Methodology**

The deliverables shall be mostly implicit and will consist of the actual code in the current build that implements the current screenshot or system functionality currently under development. Code documentation is part of the development process and should be considered a deliverable contained in the actual project code.

#### **6.3 Task 3: Perform System and Integration Testing**

The deliverables shall include anything required to carry out the testing of the ARTS system upgrade including unit test scripts and test results.

#### **6.4 Task 4: Deliver Upgraded ARTS System**

The deliverables shall include any documentation and code fixes required before there is final acceptance by the CBO. Post-delivery support will be performed on an as needed, not to exceed, basis.

## 6.5 Deliverables Table

**Table 2. Deliverables and Scheduled Completion Dates**

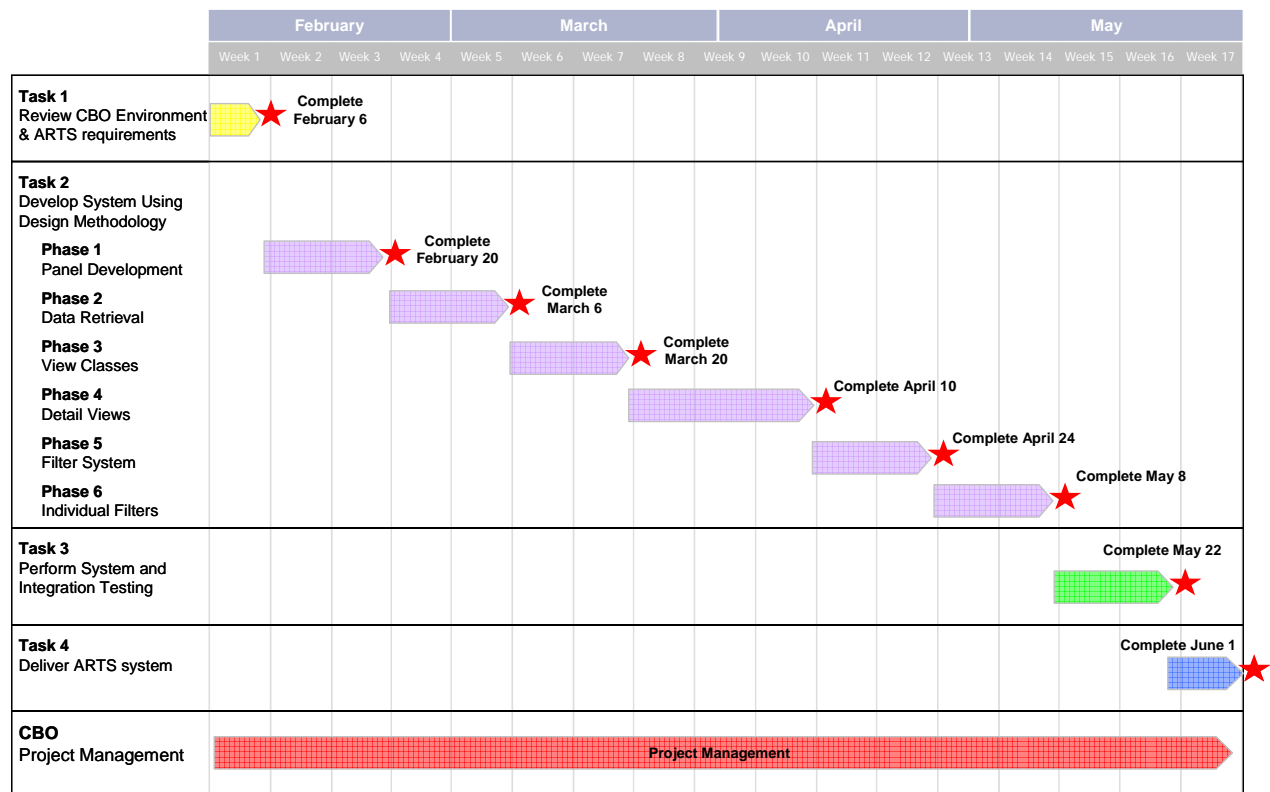
Task	Deliverables	Schedule	Date
1. Review CBO Environment & ARTS Requirements	<ul style="list-style-type: none"> <li>■ Understanding of current environment</li> </ul>	<ul style="list-style-type: none"> <li>■ 3 business days from project kickoff</li> </ul>	February 6
2. Develop System using Design Methodology	<ul style="list-style-type: none"> <li>■ Current code builds including code documentation and final build of functioning system</li> </ul>	<ul style="list-style-type: none"> <li>■ Ongoing. Almost daily code check-ins and reviews / testing whenever necessary and determined by project manager. 13 weeks from completion of Task 1</li> </ul>	May 10
2.1. Phase 1	<ul style="list-style-type: none"> <li>■ Panel Development</li> </ul>	<ul style="list-style-type: none"> <li>■ 10 business days from completion of Task 1</li> </ul>	February 20
2.2. Phase 2	<ul style="list-style-type: none"> <li>■ On-demand Data Retrieval Development</li> </ul>	<ul style="list-style-type: none"> <li>■ 10 business days from completion of Task 1</li> </ul>	March 6
2.3. Phase 3	<ul style="list-style-type: none"> <li>■ View Class Development</li> </ul>	<ul style="list-style-type: none"> <li>■ 10 business days from completion of Task 1</li> </ul>	March 20
2.4. Phase 4	<ul style="list-style-type: none"> <li>■ Detail View Development</li> </ul>	<ul style="list-style-type: none"> <li>■ 15 business days from completion of Task 1</li> </ul>	April 10
2.5. Phase 5	<ul style="list-style-type: none"> <li>■ Filter System Development</li> </ul>	<ul style="list-style-type: none"> <li>■ 10 business days from completion of Task 1</li> </ul>	April 24
2.6. Phase 6	<ul style="list-style-type: none"> <li>■ Individual User Filters and Preset Save Functionality Development</li> </ul>	<ul style="list-style-type: none"> <li>■ 10 business days from completion of Task 1</li> </ul>	May 8
3. Perform System and Integration Testing	<ul style="list-style-type: none"> <li>■ Completely tested system with test scripts and test results</li> </ul>	<ul style="list-style-type: none"> <li>■ Ongoing. 10 business days or 2 weeks from completion of Task 2</li> </ul>	May 22
4. Deliver Upgraded ARTS System	<ul style="list-style-type: none"> <li>■ Complete ARTS system on a web platform with required documentation and code fixes (if necessary)</li> </ul>	<ul style="list-style-type: none"> <li>■ 8 business days after completion of Task 3</li> </ul>	June 1



## 7.0 Project Plan

The project will be managed closely by the CBO representatives and the project plan below combined with the deliverables described in table above will be used to monitor Contractor performance and adherence to the proposed project timeline.

**Figure 1. ARTS Upgrade Project Plan**



**Legend:** ★ Milestone

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## 8.0 Appendices

	User	Functional Requirements
<b>I</b>		<b>Applicant Tracking</b>
A		Assignment
	HR HR	<input type="checkbox"/> Ability to assign candidate to Lead Division <input type="checkbox"/> Ability to send an automated notification email to Division User from HR upon Lead Division assignment
B		Archive
	HR	<input type="checkbox"/> Ability to automatically archive candidates with documents in system more than 180-days and no interviewing, Make Offer, or Offer Made status
C		Data
	Both Both HR	<input type="checkbox"/> Ability to view all Individual Candidate information <input type="checkbox"/> Ability to view all Candidate Documentation <input type="checkbox"/> Ability to view confidential field in data / user interface
D		Documentation
	Both	<input type="checkbox"/> Ability for HR and Division Users to finalize contents of candidate PDF Documentation
E		Notes
	HR HR DM DM Both	<input type="checkbox"/> Ability to add candidate notes via HR User <input type="checkbox"/> Ability to use a confidential field not viewable by Division Users <input type="checkbox"/> Ability to add candidate notes via Division User <input type="checkbox"/> Ability for Division User to use an ad-hoc and mandatory note space <input type="checkbox"/> Ability for HR and Division Users to have general visibility across all candidate files regardless of current disposition
F		Print
	Both  Both  Both	<input type="checkbox"/> Ability for HR and Division Users to print candidate document package or individual documents selection from candidate file <input type="checkbox"/> Ability for HR and Division Users to print intern documents from existing candidate ranking list <input type="checkbox"/> Ability for HR and Division Users to print all documents simultaneously from applicant record
G		Ranking
	Both  Both  Both	<input type="checkbox"/> Ability for HR and Division Users to create candidate ranking list(s) for specific requisitions <input type="checkbox"/> Ability for HR and Division Users to add/remove candidate to/from ranking list <input type="checkbox"/> Ability for HR and Division Users to reorder candidate(s) in ranking list
H		View
	DM	<input type="checkbox"/> Ability for Lead Division/Unassigned status to be displayed universally across candidates in Lead Division, Unassigned and Other Division

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	User	Functional Requirements
	DM	<input type="checkbox"/> Ability for Division Users to view all candidates across candidate ranking lists, i.e. outside lead division status
	DM	<input type="checkbox"/> Ability for Division Users to view candidate ranking list for specific position at unit level within division, i.e. division granularity
	DM	<input type="checkbox"/> Ability for Lead Division Users to view Internal Candidates (multiple)
	Both	<input type="checkbox"/> Ability for HR and Division Users to have visibility into candidate Hiring Process status
	Both	<input type="checkbox"/> Ability for HR and Division Users to create candidate document list via individual document selection functionality
	Both	<input type="checkbox"/> Ability for HR and Division Users to view candidate documents as PDF files
	Both	<input type="checkbox"/> Ability for HR and Division Users to view intern/candidate ranking list(s)
	Both	<input type="checkbox"/> Ability for HR and Division Users to view individual Candidate records
	Both	<input type="checkbox"/> Ability for HR and Division Users to view all documents simultaneously from applicant record
I		Open
	Both	<input type="checkbox"/> Ability for HR and Division Users to open documents using Quick View Plus
	Both	<input type="checkbox"/> Ability for HR and Division Users to have remote user capability to open documents as an application file, i.e. PDF, Word etc.
	Both	<input type="checkbox"/> Ability for HR and Division Users to define document “opening” parameters, i.e. define user parameter to allow specific document(s) to open automatically when viewing a candidate
J		Request
	Both	<input type="checkbox"/> Ability to use an automated email template for request of additional Applicant Information – functionality will allow Division User to select desired documentation and automatically send email from application
	Both	<input type="checkbox"/> Ability to use an email template for request of Additional Application Information
K		Search
	Both	<input type="checkbox"/> Ability to define search queries using multiple candidate parameters
	Both	<input type="checkbox"/> Ability to search all candidates in database with unrestricted view capability only
	Both	<input type="checkbox"/> Ability to search all candidates via job posting/requisition applied to only
	Both	<input type="checkbox"/> Ability to query archived candidates only
	Both	<input type="checkbox"/> Ability to search for candidates assigned to Lead Division only
	Both	<input type="checkbox"/> Ability to search for candidates by Date Received after
	Both	<input type="checkbox"/> Ability to search for candidates by Date Received on
	Both	<input type="checkbox"/> Ability to search for candidates by Date Received range
	Both	<input type="checkbox"/> Ability to search for candidates via Degree by Year with Month
	Both	<input type="checkbox"/> Ability to search for candidates via Degree by Year without Month
	Both	<input type="checkbox"/> Ability to search for candidates by Degrees
	Both	<input type="checkbox"/> Ability to search for candidates by First Name
	Both	<input type="checkbox"/> Ability to search for candidates by Ineligibles only
	Both	<input type="checkbox"/> Ability to search for candidates by Interns only
	Both	<input type="checkbox"/> Ability to search for candidates by Last Name
	Both	<input type="checkbox"/> Ability to search for candidates by Lead Divisions

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	User	Functional Requirements
	Both Both Both Both Both Both Both	<input type="checkbox"/> Ability to search for candidates by Major(s) <input type="checkbox"/> Ability to search for candidates by Non-interns only <input type="checkbox"/> Ability to search for candidates by Nonmatches <input type="checkbox"/> Ability to search for candidates by Other Divisions <input type="checkbox"/> Ability to search for candidates by Professional Specialty <input type="checkbox"/> Ability to search for candidates by Software Skills and Proficiency <input type="checkbox"/> Ability to search for candidates by Source of Application
L		Selection
	HR DM  DM DM DM	<input type="checkbox"/> Ability for HR Users to make initial determination for lead division <input type="checkbox"/> Ability for Division Users to select Unassigned Candidates from available for assignment/unassigned pools and assign to their division. Candidates assigned to a Lead Division remain viewable by other Division Users but uneditable. <input type="checkbox"/> Ability for Division Users to view, edit, and re-assign candidates back to unassigned pool, i.e. List Box Lead Division <input type="checkbox"/> Ability for Division Users to view and select candidates for Lead Division Status – List Box Unassigned Candidates <input type="checkbox"/> Ability for Division Users to view Other Lead Division candidates but cannot edit. Selection – List Box Other Division
M		Tracking
	HR HR HR HR Both Both Both Both	<input type="checkbox"/> Ability to track and assign status to candidate file for Declined Offer <input type="checkbox"/> Ability to track and assign status to candidate file for Hired <input type="checkbox"/> Ability to track and assign status to candidate file for Made Offer <input type="checkbox"/> Ability to track and assign status to candidate file for Set Interview <input type="checkbox"/> Ability to track, assign and retract Interview Scheduling <input type="checkbox"/> Ability to track, assign and retract Candidate Interview Progress <input type="checkbox"/> Ability to track and assign status to candidate file for Make Offer <input type="checkbox"/> Ability to track and assign status to candidate file for No Interest <input type="checkbox"/> Ability to track and assign status to candidate file for Not Best Qualified
<b>II</b>		<b>Security</b>
A		Single Sign-On
	DM	<input type="checkbox"/> Ability for Division Users to obtain all functionality through Single Password sign-on
<b>III</b>		<b>Technical</b>
A		Code Documentation
	IT	<input type="checkbox"/> Ability for IT staff and developers to have access to Technical Documentation within the new/existing code residing inside the ARTS application
<b>IV</b>		<b>Reporting Analytics</b>

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Technical Requirements	
<b>I</b>	<b>User Interface/Client Requirements</b>
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Single entry-point for application</li> <li><input type="checkbox"/> Platform independent</li> <li><input type="checkbox"/> Complete functionality using industry standard browser (IE) technology</li> <li><input type="checkbox"/> Integrated view for data entry and retrieval, separated by easy to navigate menus</li> <li><input type="checkbox"/> Web interface that is easy to use and navigate</li> <li><input type="checkbox"/> Uses modern GUI features and provides intuitive navigation</li> <li><input type="checkbox"/> Robust business rules are built into the interface but are transparent to the users</li> <li><input type="checkbox"/> Uses standards-based technologies to enable loose-coupling and platform independence</li> <li><input type="checkbox"/> Uses XML and SOAP to enable integration with services layer</li> </ul>
<b>II</b>	<b>Service Layer Requirements</b>
A	Application Logic and Rules Engine Module Requirements
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Support application integration using industry standards (e.g., XML, SOAP)</li> <li><input type="checkbox"/> Provide robust framework to manage database connections</li> <li><input type="checkbox"/> Support standard database access protocols like ODBC and JDBC</li> <li><input type="checkbox"/> Provide application logic to implement functional requirements and business rules requirements</li> <li><input type="checkbox"/> Maximize component/code reuse</li> <li><input type="checkbox"/> Provide adaptable, extensible, and maintainable code</li> </ul>
B	Business Intelligence Module Requirements
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Robust framework for canned and ad-hoc reporting</li> <li><input type="checkbox"/> Ability to support features such as charting and trend analysis</li> </ul>
C	Integration Requirements
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Support loose coupling</li> <li><input type="checkbox"/> Ability to integrate with future application integration architecture technologies (e.g., Event-driven architectures)</li> </ul>
D	Search Module Requirements
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Provide search engine with ability to provide various types of searches, including Boolean, concept, context and proximity</li> <li><input type="checkbox"/> Advanced search capabilities - search within specific record data elements, date ranges, etc.</li> <li><input type="checkbox"/> Search module that is easy to install and manage</li> </ul>
<b>III</b>	<b>Data Layer Requirements</b>
A	Database Requirements
	<ul style="list-style-type: none"> <li><input type="checkbox"/> Store and maintain data required to support implementation of audit trail features for records</li> </ul>

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	<b>Technical Requirements</b>
	<input type="checkbox"/> Highly scalable database solution <input type="checkbox"/> Data separation
B	Data Store Requirements
	<input type="checkbox"/> Set rules to perform data store loading
<b>IV</b>	<b>Security and Directory Services Requirements</b>
	<input type="checkbox"/> Capability to identify, authorize and authenticate users <input type="checkbox"/> Clearly define roles and associated rights of the user <input type="checkbox"/> Permit users and administrators to change passwords <input type="checkbox"/> Deny simultaneous log-on attempts from multiple locations using same user ID
<b>V</b>	<b>Other Requirements</b>
A	Other Requirements
	<input type="checkbox"/> Provide separate Development, Test (capable of supporting unit, integration and stress testing), and Training Environments <input type="checkbox"/> Develop test scripts
B	Operational Performance Requirements
	<input type="checkbox"/> Maintain 99.5% system availability (no system failures) <input type="checkbox"/> Performance and query time should be better than the current version of ARTS

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## Section I – Contract Clauses

### **CBO 01      Terms and Conditions Limited (May 2003)**

This contract expressly limits acceptance to terms and conditions stated herein. Any additional or different terms and conditions proposed by the Contractor are rejected unless expressly agreed to by the Congressional Budget Office (CBO) in writing. If the Contractor commences shipment or performance pursuant to this contract, then the Contractor shall be deemed to have agreed to and accepted this contract in its entirety, including its terms and conditions as set forth herein.

### **CBO 04      Payment - Services (May 2003)**

a. CBO shall pay the Contractor for the services performed by the Contractor, as set forth in this contract, at the rates prescribed, upon the submission by the Contractor of proper invoices or time statements to the office or officer designated and at the time provided for in this contract. If provided for in this contract, CBO shall also pay the Contractor—

(1) A per diem rate in lieu of subsistence for each day the Contractor is in a travel status away from home or regular place of employment in accordance with CBO's travel policy as authorized in appropriate Travel Orders; and

(2) Any other transportation expenses.

b. The payment due date shall be the 30th day after CBO's Office of Financial Management has received a proper invoice from the Contractor. However, if that Office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract.

### **CBO 05      Invoice (Oct 2004)**

a. Unless this contract does not require submission of an invoice for payment, the Contractor's invoices must be submitted before payment can be made. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the Office of Financial Management by one of the following methods:

<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>
<i>E-mail invoices to:</i> <a href="mailto:invoices@cbo.gov">invoices@cbo.gov</a>	<i>Fax invoices to:</i> (866) 754-3302	<i>Mail/deliver invoices to:</i> Office of Financial Management Congressional Budget Office 2 <sup>nd</sup> and D Streets SW Washington DC 20515 Tel: (202) 226-2609

**NOTICE:** Mailing invoices to CBO's street address in lieu of electronic submission may delay payment. Due to the special mail handling procedures currently in effect, it can take up to 2 weeks for CBO to receive invoices through the mail. Electronic submission is the preferred invoice submission method.

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b. A proper invoice must include the items below. If the invoice does not comply with these requirements, the Contractor shall be notified of the defect within seven (7) days after receipt of the invoice by CBO's Office of Financial Management.

- (1) Name and address of the Contractor;
- (2) Invoice number and date;
- (3) The Contractor's Tax Identification Number;
- (4) Purchase Order or contract number or other authorization for supplies delivered or services performed;
- (5) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services rendered;
- (6) Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
- (7) Any other information or documentation required by the contract.

If the contract is for a subscription, the invoice must also include the following items:

- (8) The starting and ending dates of the subscription delivery; and
- (9) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

#### **CBO 06      Method of Payment (April 2005)**

a. All payments by CBO under this contract shall be made by electronic funds transfer (EFT). CBO shall make payment to the Contractor using the EFT information either:

- a. obtained by CBO manually from the Central Contract Registration (CCR) database, or
- b. provided by the Contractor on the CBO Vendor Survey form.

CBO will attempt to use the CCR to obtain original EFT information when available. However, CBO does not maintain an automated link to the CCR database. Therefore, in the event that relevant information changes in the CCR database the Contractor must provide notification of that fact to CBO Procurement Services or complete a CBO Vendor Survey form with the updated information. If the Contractor EFT information is not stored in the CCR database, then updated information must be provided to CBO Procurement Services on the CBO Vendor Survey form.

b. CBO need not make payment to the Contractor under this contract and any invoice shall be deemed not to be a proper invoice for the purpose of the payment clause under this contract until the Contractor EFT information is obtained from one of the two sources described above.

c. If an incomplete or erroneous transfer occurs because CBO used the Contractor's EFT information incorrectly, CBO remains responsible for making a correct payment and recovering any erroneously directed funds. If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of release of the EFT payment transaction instruction to the Federal Reserve System, and

- (1) if the funds are no longer under the control of the designated billing office, CBO is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or



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(2) if the funds remain under the control of the designated billing office, CBO shall not make payment until the Contractor corrects or verifies the correctness of the revised EFT information.

d. CBO shall forward to the Contractor available payment information at the request of the Contractor. CBO does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to CBO.

#### **CBO 07      Inspection and Acceptance (May 2003)**

The Contractor shall only tender for acceptance those supplies or services that conform to the requirements of this contract. CBO reserves the right to inspect or test any supplies or services that have been tendered for acceptance. CBO may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. Payment for any supplies or services hereunder shall not be deemed an acceptance thereof and is without prejudice to any and all claims that CBO may have against the Contractor.

#### **CBO 08      Assignment (May 2003)**

a. Neither this contract nor the obligation of the Contractor to perform shall be assigned or delegated by the Contractor without CBO's consent.

b. The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency.

c. If the Contractor assigns the proceeds of this contract, the Contractor shall require as a condition of any such assignment, that the assignee submit a completed Vendor Survey form and shall be paid by EFT in accordance with the terms of the Method of Payment clause of this contract. In all respects, the requirements of that clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the payment to be other than the Contractor, in the absence of a proper assignment of claims acceptable to CBO, is incorrect EFT information within the meaning of paragraph (b) of the Method of Payment clause.

#### **CBO 09      Changes (May 2003)**

a. CBO may at any time, by written order, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed;
- (2) Time of performance;
- (3) Place of delivery or performance.
- (4) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for CBO.

b. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, CBO shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

c. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if CBO decides that the facts justify it, CBO may receive and act upon a proposal submitted before final payment of the contract.

d. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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#### **CBO 11          Warranties (May 2003)**

a. The Contractor warrants free and clear title to all delivered products and further warrants that the products shall be free from defects in workmanship, material or design and shall conform either to the description and specifications in this contract or consistent with the sample of said product provided to CBO.

b. The Contractor warrants that the products, in the form delivered to CBO, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of the Contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify CBO against such infringement liability based upon CBO's possession thereof without alteration.

c. The goods and services provided shall be free from defects in materials and workmanship for a period of at least ninety (90) days after completion of performance (in the case of services) or after acceptance (in the case of goods or supplies) unless a longer warranty period is provided or is required by law. Should the Contractor's services or goods or supplies prove to be defective within the warranty period, the Contractor agrees to promptly replace or repair the goods or supplies or correct such services to CBO's satisfaction without cost to CBO.

d. Unless this contract specifies otherwise, the Contractor represents that all goods, supplies, and other materials provided are new and are not of such age or so deteriorated as to impair their usefulness or safety.

e. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to CBO for consequential damages resulting from any defect or deficiencies in accepted items.

#### **CBO 12          Endorsements/News Releases/Advertising (May 2003)**

The Contractor agrees not to refer to this contract or CBO, in advertising, promotional or any other materials, in such a manner as to state or imply that the products or services provided are endorsed or preferred by CBO or are considered by CBO to be superior to other products or services. No news release, press conference, or advertisement pertaining to this contract will be distributed or broadcast without prior written approval by CBO.

#### **CBO 13          Obligations Contingent on Future Appropriation (May 2003)**

Unless otherwise provided in this contract, CBO's obligation under this contract in any fiscal year beyond the fiscal year for which this contract is entered into is contingent on the availability of appropriated funds.

#### **CBO 14          Excusable Delays (May 2003)**

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, describing the matter in detail, shall remedy such occurrence expeditiously, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

#### **CBO 15          Waiver of Default (May 2003)**

Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default.

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#### **CBO 16 Termination for Convenience (May 2003)**

CBO reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor will be notified by the Contracting Officer, in writing, and shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of CBO have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

#### **CBO 17 Termination for Default (May 2003)**

CBO may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide CBO, upon request, with adequate assurances of future performance. In the event of termination for cause, the Contractor will be notified by the Contracting Officer in writing. CBO shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to CBO for any and all rights and remedies provided by law. If it is determined that CBO improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

#### **CBO 18 Disputes (May 2003)**

a. It is the policy of CBO that, to the fullest extent practicable, disputes over matters such as terms and conditions should be informally and expeditiously resolved between the Contractor and the Contracting Officer.

b. If a dispute cannot be resolved between the Contractor and the Contracting Officer, an appeal regarding a dispute shall be made in writing to:

Office of General Counsel  
Congressional Budget Office  
470 Ford House Office Building  
Washington, DC 20515

Any written appeal regarding a dispute shall be decided by the Deputy General Counsel (DGC), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the receipt of such copy, if no further appeal is taken, the decision of the DGC shall be final and conclusive.

c. The Contractor may appeal the decision of the DGC in writing to the Deputy Director, or a designee.

Deputy Director  
Congressional Budget Office  
Room 405 Ford House Office Building  
Washington, DC 20515

The Deputy shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Deputy shall be final and conclusive. Upon final decision of a

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dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the final decision.

**CBO 19 Compliance with Laws (May 2003)**

The Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations applicable to its performance under this contract. The Contractor further agrees to hold CBO harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by the Contractor of goods or supplies or the furnishing of services that do not meet the requirements of any applicable laws or regulations. In addition, to the greatest extent practicable, all equipment and products delivered under this Contract shall be American-made.

**CBO 20 Affirmative Action for Workers with Disabilities (May 2001)**

a. Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

- (1) Recruitment, advertising, and job application procedures;
- (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (3) Rates of pay or any other form of compensation and changes in compensation;
- (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (5) Leaves of absence, sick leave, or any other leave;
- (6) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (7) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (8) Activities sponsored by the Contractor, including social or recreational programs; and
- (9) Any other term, condition, or privilege of employment.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

c. The Contractor agrees to post employment notices stating—

- (1) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (2) The rights of applicants and employees.

d. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant

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Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

e. The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

f. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

g. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**CBO 21      Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)**

a. *Definitions.* As used in this clause—

“All employment openings” means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

“Executive and top management” means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

“Other eligible veteran” means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

“Positions that will be filled from within the Contractor's organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Qualified special disabled veteran” means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such

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veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

“Special disabled veteran” means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran’s ability to prepare for, obtain, or retain employment consistent with the veteran’s abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

“Veteran of the Vietnam era” means a person who--

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

b. General.

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rate of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.

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- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- c. Listing openings.
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- d. *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- e. Postings.
- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall—
- (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
  - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

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f. *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

g. *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**CBO 22 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)**

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.



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(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**CBO 25 Security for Confidential Information (March 2002) (Alt 1) (March 2002)**

a. All CBO information must be appropriately protected by the Contractor. Contractor acknowledges that, during the course of this contract, the contractor may become acquainted with and have access to certain confidential information owned or licensed by CBO or used by CBO in the conduct of its business, which may include, but is not limited to: IT security measures; personnel data; trade secrets, commercial and financial information, and other proprietary business data; and personal information, including financial and medical records.

b. Contractor shall safeguard the security and confidentiality of all confidential information owned or licensed by CBO or used by CBO in the conduct of its business. Contractor shall comply with all CBO security requirements and protocols and agrees not to disclose, directly or indirectly, any confidential information or to use it in any manner, during the term of this contract or thereafter, except for authorized purposes under this contract. Contractor employees, representatives or agents working on or with CBO systems, whether on- or off-site, will be required to execute individual non-disclosure agreements consistent with this clause.

**CBO 29 Payments Under Time-and-Materials and Labor-Hour Contracts (Aug 2005)**

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the COTR:

(a) *Hourly rate.*

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month to CBO's Office of Financial Management. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the COTR.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials.*

(1) The Contracting Officer will determine allowable costs of direct materials in accordance with the Cost Accounting Standards (CAS) at 48 CFR 99 in effect on the date of this

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contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with the CAS.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor-

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due-

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. **If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation.** If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

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(d) *Ceiling price.* The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) *Audit.* At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) *Assignment.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Refunds.* The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment

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under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) *Interim payments.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

### **CBO 39      Ordering Quantities**

The Government will order, and the Contractor shall furnish, at least the minimum and not to exceed the maximum quantity of supplies or services as specified below.

(a) Minimum quantity: \$ TBD

(b) Maximum quantity: \$ TBD

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## Section K – Representations, Certifications and Other Statements of Offerors or Respondents

### CONGRESSIONAL BUDGET OFFICE

#### Non-Disclosure Agreement

Pursuant to Contract No. \_\_\_\_\_

I, \_\_\_\_\_, the undersigned,—

1. Acknowledge that, during my performance under contract with the Congressional Budget Office (CBO), I may have access to and there may be disclosed to me certain confidential information owned or licensed by CBO or used by CBO in the conduct of its business, including, but not limited to: IT security measures; personnel data; trade secrets, commercial and financial information, and other proprietary business data; and personal information, including financial and medical records.
2. Acknowledge that I am subject to the computer crime statute, 18 U.S.C. §1030, that imposes criminal penalties for unauthorized access to government computer systems (or access in excess of authority) and for disclosure, use, or modification of information contained on such systems.
3. Agree not to make or retain copies of confidential information, and agree not to disclose, directly or indirectly, any confidential information or to use it in any manner, during the term of this contract or thereafter, except for authorized purposes under the contract identified above.
4. Acknowledge that CBO may notify any third party or employer of the existence of this agreement and shall be entitled to full relief for any breach.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor Employee

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## Section L – Instructions, Conditions and Notices to Offerors or Respondents

### L.1 52.215-1 Instructions to Offerors—Competitive Acquisition (January 2004)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

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(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.



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(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

## **L.2 Limitation on Proposal Evaluation for Efficiency**

The contracting officer reserves the right to determine that the number of proposals received is more than possible to conduct an efficient evaluation. If so, the proposals found to be complete and in proper format will be included in the evaluation process in the order in which they were received.

## **L.3 52.216-1 Type of Contract (April 1984)**

The government contemplates award of a labor hours contract. The number of hours awarded will be capped at an amount negotiated with the successful contractor.

## **L.4 CBO 40 Delivery of Proposals**

Due to significant restrictions and/or delays in all physical delivery methods to the agency's location, please DO NOT send proposals to the address in Block 9 on Page 1. Please submit proposals by either by:

Email to: [ProcurementServices@cbo.gov](mailto:ProcurementServices@cbo.gov) (preferred method); or

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Facsimile to: (866) 750-4883

If submitted by fax, the successful bidder will be requested to provide his or her proposal electronically in Microsoft Word format, to allow incorporation into the award document.

## **L.5 CBO 41 Format of Proposals (January 2006)**

A technical capabilities and price proposal shall be submitted in accordance with the terms and conditions of your respective contract vehicle, such as GSA Schedule 70, etc. The offeror should clearly identify the contract vehicle that they intend to use. Your quote shall include the labor category(s) proposed for this effort and the rate per hour for each category. In addition, include any items not addressed in the minimum requirements such as any prompt payment discounts, travel and expenses, and payment schedules.

Quotes shall be submitted in Microsoft Word. Quotes will not be considered if submitted in any other version. Proposals/offers/quotes shall not be submitted as Zip files or in Adobe file format as they will not be considered.

## **L.6 CBO 42 Electronic Mail Proposals (August 2002)**

(a) Definition. "Electronic Mail (email) proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via Internet electronic mail. (b) Offerors may submit email proposals as responses to this solicitation. Email proposals are subject to the same rules as paper proposals. (c) The email address for receiving proposals is:

**ProcurementServices@cbo.gov.** (d) If any portion of a email proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document; (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal; (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer. (e) The Government reserves the right to make award solely on the email proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

## **L.7 Price Proposal**

An original of the Price Proposal and an original of the Technical Proposal are required. The proposals should be separate. The Technical Proposal should not contain any price information. A price proposal shall be submitted in accordance with the terms and conditions of your respective contract vehicle, such as GSA Schedule 70, etc. The offeror should clearly identify the contract vehicle that they intend to use. Your quote shall include the labor category(s) proposed for this effort and the rate per hour for each category. In addition, include any items not addressed in the minimum requirements such as any prompt payment discounts, travel and expenses, and payment schedules.

### **L.7.1 Section A - Cover Sheet**

Blocks 12, 17a, 17b, 23, 24, 30b, and 30c of page 1 of Standard Form 1449 will be completed by offerors and Block 30a shall be signed to show that the offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document.

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### **L.7.2 Section B - Prices/Cost**

In order to be evaluated for potential award, offerors must provide detailed, complete price information as required by these instructions. Offerors are required to submit a firm fixed hourly price for the service on Section B of the Solicitation Document or a reasonable facsimile, thereof.

### **L.7.3 Sections C, and I**

By incorporating the provisions set forth in Sections C, and I of the solicitation document into Volume I of the proposal, the offeror is agreeing to comply with these provisions. These provisions may be incorporated by reference.

### **L.7.4 Financial Responsibility**

The offeror shall describe the size of the company and must submit information to support a determination of financial responsibility. Offeror will provide its latest corporate financial statement. Equivalent information shall be provided for any subcontractors proposed. All information submitted should be marked confidential, if applicable.

## **L.8 Technical Proposal**

The technical proposal shall demonstrate the offeror's capability to meet the requirements and provide the deliverables described in the Statement of Work. Technical proposals should be practical, legible, clear, and coherent. General statements that the offeror can comply with the requirements will not, by themselves, be adequate. Failure to provide the technical information requested may be cause for rejection of the offer. NO PRICING INFORMATION SHALL BE INCLUDED IN THIS VOLUME.

### **L.8.1 Contractor Skills**

The successful vendor will offer at least two key personnel who demonstrate expertise in all of the following areas:

1. Development experience and track record of on—time, functional delivery for at least 4 years.
2. Certification-level experience and knowledge of web services development
3. Knowledge and experience with SDLC and OOP methodologies
4. Direct development experience with Cold Fusion for at least 2 years
5. Direct development experience with JavaScript for at least 4 years
6. Knowledge and experience with the Document Object Model (DOM)
7. Knowledge and experience with ODBC and querying databases using SQL and stored procedures for at least 2 years
8. Functional knowledge of interaction with Flash, PDF and IE browser plug-ins
9. Direct development experience with XML, Xpath, and XSLT for at least 2 years
10. Knowledge and familiarity with the OpenLazlo environment.

With your quote, submit your vendor technical capabilities and past experiences that are relevant to this project.

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The quote shall address:

- a.) The offeror's technical expertise using the proscribed software components, iterative development approach, and any specific functional experience with resume tracking applications
- b.) References of other clients and descriptions of performance of the same or similar development services. Applicable references should focus on experience in iterative application development experience, and experience with referenced technologies
- c.) Resumes of key personnel shall be submitted clearly identifying who is being proposed for this engagement. Additional resumes that highlight the offeror's "depth" should be included. All resumes must clearly show directly relevant experience performing tasks similar to those outlined in this RFP using the proscribed technologies. The agency requires reasonable assurance that key personnel will be available throughout the engagement.
- d.) Cross references between past performance and the proposed key personnel are required. All client references and past performance must indicate the individual who worked on each engagement.

#### **L.8.2 Past Performance**

Specific projects that demonstrate the key personnel's skills should be included as references of past performance.

#### **L.8.3 Questions/Problems**

The offeror is to include questions and/or problems which must be addressed prior to contract award and beginning of performance. If the offeror takes exception to a particular task or condition, it must be clearly identified in this section. Any questions that arise while the contractor is preparing the proposal may be asked immediately. Answers to questions will be provided to all participants.

#### **L.8.4 Cost/Price Information**

To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal.

### **L.9 Proposed Additional Terms and Conditions**

Bidders shall include, in their proposal, any additional terms and conditions desired in the final contract. Any such terms proposed after award will not be accepted by the government.

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## **Section M – Evaluation Factors for Award**

### **M.1 Criteria for Evaluation**

(a) Award will be made to the responsible offeror submitting the proposal based on a trade off of the factors below. The government will select the bidder which represents the Best Value to the agency.

- ☐ Key Personnel Technical Skills
- ☐ Hourly Rate/Price
- ☐ Key Personnel and Contractor Past Performance; and
- ☐ Availability of Substitute Personnel.

(b) The factors to be evaluated and their relative importance for award are: 1) qualifications and past performance of key personnel (weighted 70%); 2) past performance of contractor (weighted 10%); 3) availability of substitute personnel (20%).

### **M.2 Cost**

The hourly rate bid must be reasonable and competitive (but not necessarily the lowest bid received) to represent the best value to the agency.